



**STATE OF IOWA**  
**MASTER AGREEMENT**  
Contract Declaration and Execution

**MA# 005 CT2937MV-2**

**EFFECTIVE BEGIN DATE:** 06-14-2007  
**EXPIRATION DATE:** 09-13-2008  
**PAGE:** 1 of 14

**VENDOR:**

**SSC Corp**  
**11335 Meredith Dr**  
  
**Urbandale, IA 50322**  
**USA**

**VENDOR CONTACT:**

Andi Tisor  
**PHONE:** 515-221-1208      **EXT:**  
**EMAIL:** atisor@ssccorp.net

**ISSUER:**

DOUGLAS REED  
**PHONE:** 5152426151  
**EMAIL:** Doug.Reed@iowa.gov

**FOB** FOB Dest, Freight Prepaid

**Contract For:** Flooring Products & Serv.- carpet, vinyl, ceramic, & rubber

From RFB # BD50100S780 due 6/3/05 on file at the Department of Administrative Services, General Services Enterprise, Hoover State Office Building Level A, Des Moines, Iowa 50319.

SSC Corporation is also known as Commercial Flooring Solutions, a division of Flooring Gallery.

**Contact person:**

Andi Tisor, Commercial Flooring Specialist

Phone: 515-987-5668

Cell: 515-554-2013

Fax: 515-987-5944

E-mail: atisor@flooring-gallery.com and also andi\_tisor@msn.com

This contract has been extended for an additional 3 month period.

**RENEWAL OPTIONS**

**FROM** 02-21-2007    **TO** 02-20-2008

**FROM** 06-14-2007    **TO** 06-13-2008

**FROM** 09-14-2008    **TO** 09-13-2009

**AUTHORIZED DEPARTMENT**

ALL  
SUB Political Sub-divisions

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		STATE OF IOWA	
CONTRACTOR'S NAME (If other than an individual, state whether a corp., partnership, etc.)		AGENCY NAME	
BY (Authorized Signature)	Date Signed	BY (Authorized Signature)	Date Signed
Printed Name and Title of Person Signing		Printed Name and Title of Person Signing	
Address		Address	



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000	SQYD	3607630  TILES, CARPET Manufacturer: Mohawk Commercial Brand: Visual Art Backing: Ultraset -----	\$21.750000 \$0.000000
2	0.00000	SQYD	3607630  TILES, CARPET Manufacturer: Mohawk Commercial Brand: Modern Art Backing: Ultraset -----	\$22.200000 \$0.000000
3	0.00000	SQYD	3607630  TILES, CARPET Manufacturer: Mohawk Commercial Brand: New Collegiate Backing: Ecaset -----	\$18.050000 \$0.000000
5	0.00000	SQYD	3607630  TILES, CARPET Manufacturer: Mohawk Commercial Brand: Old Masters Backing: Ultraset -----	\$22.200000 \$0.000000
6	0.00000	SQYD	3607630  TILES, CARPET Manufacturer: Mohawk Commercial Brand: Surreal Everest Backing: EcoFlex -----	\$28.250000 \$0.000000
7	0.00000	SQYD	3607630  TILES, CARPET Manufacturer: C & A Flooring Brand: Tibet II Backing: ER3 Tibet II is no longer available. -----	\$19.300000 \$0.000000
8	0.00000	SQYD	3607630  TILES, CARPET Manufacturer: C & A Flooring Brand: Havoc II Backing: ER3 -----	\$21.400000 \$0.000000
9	0.00000	SQYD	3607630  TILES, CARPET Manufacturer: C & A Flooring Brand: Sail Away Backing: ER3	\$18.250000 \$0.000000



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10	0.00000	SQYD	3607630  TILES, CARPET Manufacturer: Lees Brand: Design Scene Backing: Cushion Thermobond	\$29.900000 \$0.000000
11	0.00000	SQYD	3607630  TILES, CARPET Manufacturer: Lees Brand: Artlink Backing: Cushion Thermobond	\$31.200000 \$0.000000
12	0.00000	SQYD	3607630  TILES, CARPET Manufacturer: Lees Brand: Random Path Backing: Cushion Thermobond	\$22.750000 \$0.000000
13	0.00000	SQYD	3607630  TILES, CARPET Manufacturer: Mohawk Commercial Brand: The Original Backing: Ultraset	\$23.250000 \$0.000000
14	0.00000	SQYD	3607630  TILES, CARPET Manufacturer: Mohawk Commercial Brand: One First Backing: Ultraset	\$23.250000 \$0.000000
15	0.00000	360	  FLOOR COVERING, FLOOR COVERING INSTALLATION AND REMOVAL EQUI Install New Carpet Tile Flooring Fee - Daytime Rate \$4.50 per sq. yd.	\$0.000000 \$0.000000
16	0.00000	360	  FLOOR COVERING, FLOOR COVERING INSTALLATION AND REMOVAL EQUI Install New Carpet Tile Flooring Fee - Nights and Weekends Rate \$5.50 per sq. yd.	\$0.000000 \$0.000000
17	0.00000	360	  FLOOR COVERING, FLOOR COVERING INSTALLATION AND REMOVAL EQUI Removal of Old Carpet Tile Flooring Fee - Anytime \$1.00 per sq. yd.	\$0.000000 \$0.000000



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19	0.00000		360	\$0.000000 \$0.000000
FLOOR COVERING, FLOOR COVERING INSTALLATION AND REMOVAL EQUI Recycle Old Carpet Tile Flooring Fee - Anytime \$1.00 per sq. yd. -----				
21	0.00000	SQYD	3601025	\$10.320000 \$0.000000
CARPET, ROLLED Manufacturer: Mohawk Commercial Brand: New Collegiate 26 Backing: Actionbac \$10.32/yd > 100 yd minimum. \$11.65/yd < 100 yd min. with cut. -----				
22	0.00000	SQYD	3601025	\$17.250000 \$0.000000
CARPET, ROLLED Manufacturer: Mohawk Commercial Brand: Surreal Everest Backing: UPS \$17.25/yd > 100 yd minimum. \$20.85/yd < 100 yd min. with cut. -----				
23	0.00000	SQYD	3601025	\$17.250000 \$0.000000
CARPET, ROLLED Manufacturer: Mohawk Commercial Brand: Trax Backing: UPS \$17.25/yd > 100 yd minimum. \$20.85/yd < 100 yd min. with cut. -----				
24	0.00000	SQYD	3601025	\$19.520000 \$0.000000
CARPET, ROLLED Manufacturer: Mohawk Commercial Brand: One First Backing: UPS \$19.52/yd > 100 yd minimum. \$22.00/yd < 100 yd min. with cut. -----				
25	0.00000	SQYD	3601025	\$18.600000 \$0.000000
CARPET, ROLLED Manufacturer: Mohawk Commercial Brand: Barrier Island Backing: Woven NOTE: Rolled Goods for Barrier Island Brand is no longer available. -----				
26	0.00000	SQYD	3601025	\$14.360000 \$0.000000
CARPET, ROLLED Manufacturer: C & A Flooring Brand: Sail Away Backing: Ethos NOTE: Rolled Goods for Sail Away Brand is no longer available.				



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27	0.00000	SQYD	3601025  CARPET, ROLLED Manufacturer: Lees Brand: Starting Ground Backing: Unibond RE This product is 6 ft wide product.  NOTE: Rolled Goods for Starting Ground Brand is no longer available.	\$16.820000 \$0.000000
28	0.00000	360	FLOOR COVERING, FLOOR COVERING INSTALLATION AND REMOVAL EQUI Install New Roll Goods Flooring Fee - Daytime Rate \$4.50 per sq. yd.	\$0.000000 \$0.000000
29	0.00000	360	FLOOR COVERING, FLOOR COVERING INSTALLATION AND REMOVAL EQUI Install New Roll Goods Flooring Fee - Nights and Weekends Rate \$5.50 per sq. yd.	\$0.000000 \$0.000000
30	0.00000	360	FLOOR COVERING, FLOOR COVERING INSTALLATION AND REMOVAL EQUI Removal of Old Roll Goods Flooring Fee- Anytime rate \$2.00 per sq. yd.	\$0.000000 \$0.000000
32	0.00000	360	FLOOR COVERING, FLOOR COVERING INSTALLATION AND REMOVAL EQUI Recycle Old Roll Goods Flooring Fee - Anytime Rate \$1.75 per sq. yd.	\$0.000000 \$0.000000
34	0.00000	SQYD	3601025  CARPET, ROLLED Manufacturer: Lees Brand: Square Layers Backing: Unibond RE NOTE: Rolled Goods for Square Layers Brand is no longer available.	\$21.800000 \$0.000000
35	0.00000	SQYD	3601025  CARPET, ROLLED Manufacturer: Lees Brand: Metrotek II Backing: Unibond RE NOTE: Rolled Goods for Metrotek II Brand is no longer available.	\$18.250000 \$0.000000
36	0.00000	SQYD	3601025  CARPET, ROLLED Manufacturer: Lees Brand: Bottega II Backing: Unibond RE NOTE: Rolled Goods for Bottega II Brand is no longer available.	\$19.450000 \$0.000000



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37	0.00000		3607630	\$0.000000
			<b>TILES, CARPET</b>	\$0.000000
38	0.00000	SQFT	3608560	\$0.680000
			<b>TILE, VINYL COMPOSITION, FLOOR</b> Manufacturer: Mannington Brand: VCT - Essentials Backing: VCT = Vinyl Composition Tile Note: Old flooring removal fee of \$1.00 per sq ft. may be required, depending on job. Currently no recycling system for old vinyl flooring.	\$0.000000
39	0.00000	SQYD	36058	\$25.310000
			<b>Sheet Vinyl, Non-Cushioned</b> Manufacturer: Mannington Brand: Relay - Sheet Vinyl Backing: Roll Goods Note: \$28.20 per sq yd Cut. Old flooring removal fee may be required, depending on job. Currently no recycling system for old vinyl flooring.	\$0.000000
40	0.00000	SQFT	360	\$6.930000
			<b>FLOOR COVERING, FLOOR COVERING INSTALLATION AND REMOVAL EQUI</b> Ceramic Tile Manufacturer: DAL Tile Brand: Eco-Tile Note: Old flooring removal fee may be required, depending on job.	\$0.000000
41	0.00000		360	\$0.000000
			<b>FLOOR COVERING, FLOOR COVERING INSTALLATION AND REMOVAL EQUI</b> Ceramic Tile installation rate \$3.50 per sq ft - Anytime rate, any size job. Note: Old flooring removal fee may be required, depending on job.	\$0.000000
42	0.00000	SQFT	360	\$1.950000
			<b>FLOOR COVERING, FLOOR COVERING INSTALLATION AND REMOVAL EQUI</b> Rubber Flooring Roll Goods. Manufacturer: Amorim 1/4" thick Old flooring removal fee may be required, depending on job.	\$0.000000
43	0.00000	SQFT	3608340	\$3.400000
			<b>TILE, FLOOR, RUBBER</b> Rubber Tile Goods Manufacturer: Amorim	\$0.000000

For interlocking rubber tiles see line # 53.



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			Old flooring removal fee may be required, depending on job. -----	
44	0.00000	360		\$0.000000 \$0.000000
			<b>FLOOR COVERING, FLOOR COVERING INSTALLATION AND REMOVAL EQUI</b> Rubber flooring installation rate \$1.00 per sq. ft. - Anytime rate, any size job. Old flooring removal fee may be required, depending on job. -----	
45	0.00000	SQYD	3607630	\$31.800000 \$0.000000
			<b>TILES, CARPET</b> Manufacturer: Lees Brand: The Groove Backing: Cushion Thermobond -----	
46	0.00000	SQYD	3601025	\$17.250000 \$0.000000
			<b>CARPET, ROLLED</b> Manufacturer: Mohawk Commercial Brand: Feathergrid Backing: UPS \$17.25/yd > 100 yd minimum. \$20.85/yd < 100 yd min. with cut. -----	
47	0.00000	SQYD	3601025	\$24.000000 \$0.000000
			<b>CARPET, ROLLED</b> Manufacturer: Lees Brand: Bello II Backing: Unibond RE -----	
48	0.00000	SQYD	3601025	\$18.000000 \$0.000000
			<b>CARPET, ROLLED</b> Manufacturer: Lees Brand: Moontrail II Backing: Unibond RE NOTE: Rolled Goods for Moontrail II Brand is no longer available. -----	
49	0.00000	SQYD	3601025	\$21.530000 \$0.000000
			<b>CARPET, ROLLED</b> Manufacturer: Lees Brand: Cubes Backing: Unibond RE NOTE: Rolled Goods for Cubes Brand is no longer available. -----	
50	0.00000	SQYD	3601025	\$24.000000 \$0.000000
			<b>CARPET, ROLLED</b> Manufacturer: Lees Brand: Photo Finish Backing: Unibond RE -----	



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51	0.00000	360		\$0.000000 \$0.000000
			<b>FLOOR COVERING, FLOOR COVERING INSTALLATION AND REMOVAL EQUI</b> Installation of the new Vinyl Composition Tile is \$.50 per sq ft. - Anytime rate, any size job. Old flooring removal fee of \$1.00 per sq ft. may be required, depending on job. -----	
52	0.00000	360		\$0.000000 \$0.000000
			<b>FLOOR COVERING, FLOOR COVERING INSTALLATION AND REMOVAL EQUI</b> Installation of the new Vinyl Sheet Goods is \$9.75 per sq. yd. - Anytime rate, any size job. Old sheet flooring removal fee of \$2.00 per sq ft. may be required, depending on job. If heat welding seams is required, add \$2.00 per lineal foot. -----	
53	0.00000	SQFT	3608340	\$3.860000 \$0.000000
			<b>TILE, FLOOR, RUBBER</b> Interlocking Rubber Tile Goods Manufacturer: Amorim Brand: Interloc  For non-interlocking rubber tiles see line # 43. Old flooring removal fee may be required, depending on job. -----	
54	0.00000	SQYD	3607630	\$8.150000 \$0.000000
			<b>TILES, CARPET</b> Manufacturer: Mohawk Industries (in partnership with DPM Enterprises) Brand: Varies Backing: Varies These are costs for Refurbished Carpet Tiles when you wish to refurbish your own existing carpet tiles on projects under 2500 sq yds.. Cost goes down to \$7.60/sqyd on projects over 2500 sq yds. Material cost does not include freight if shipping to and from different addresses throughout Iowa (add \$1.00 per sq yd for freight). TO ORDER REFURBISHED CARPET TILES USE A PURCHASE ORDER DOCUMENT AND REFERENCE THIS CONTRACT NUMBER. -----	
55	0.00000	SQYD	3607630	\$13.950000 \$0.000000
			<b>TILES, CARPET</b> Manufacturer: Mannington Commercial (through a partnership) Brand: Varies Backing: Varies These are costs for Refurbished Carpet Tiles when you wish to purchase existing carpet tiles off the shelf on small projects. Cost goes down to \$10.50/sqyd based upon availability, quality and quantity. TO ORDER REFURBISHED CARPET TILES USE A PURCHASE ORDER DOCUMENT AND REFERENCE THIS CONTRACT NUMBER. -----	





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56	0.00000	SQYD	3607630  TILES, CARPET Manufacturer: Mohawk/Bigelow Commercial Brand: Fab (modular) Backing: -----	\$23.380000 \$0.000000
57	0.00000	SQYD	3607630  TILES, CARPET Manufacturer: Mohawk/Bigelow Commercial Brand: Newbie (modular) Backing: -----	\$20.600000 \$0.000000
58	0.00000	SQYD	3607630  TILES, CARPET Manufacturer: Mohawk Commercial Brand: Heat (modular) Backing: -----	\$26.050000 \$0.000000
59	0.00000	SQYD	3601025  CARPET, ROLLED Manufacturer: Mohawk/Bigelow Commercial Brand: Rio II - solids (30 oz) Backing: \$12.72/yd > 100 yd minimum. \$14.00/yd < 100 yd min. with cut. Solid cut pile - more residential. -----	\$12.720000 \$0.000000
60	0.00000	SQYD	3601025  CARPET, ROLLED Manufacturer: Mohawk/Bigelow Commercial Brand: Get Real Backing: \$14.45/yd > 100 yd minimum. \$16.32/yd < 100 yd min. with cut. Solid cut pile - more residential. -----	\$14.450000 \$0.000000
61	0.00000	SQYD	3601025  CARPET, ROLLED Manufacturer: Mohawk/Bigelow Commercial Brand: Fab Backing: \$15.65/yd > 100 yd minimum. \$18.35/yd < 100 yd min. with cut. -----	\$15.650000 \$0.000000
62	0.00000	SQYD	3601025  CARPET, ROLLED Manufacturer: Mohawk/Bigelow Commercial Brand: Newbie Backing: \$12.72/yd > 100 yd minimum.	\$12.720000 \$0.000000



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			\$14.04/yd < 100 yd min. with cut. -----	
63	0.00000	SQYD	3601025	\$17.800000 \$0.000000
			<b>CARPET, ROLLED</b> Manufacturer: Mohawk Commercial Brand: Charm Backing: \$17.80/yd > 100 yd minimum. \$26.00/yd < 100 yd min. with cut. -----	
64	0.00000	SQYD	3601025	\$19.250000 \$0.000000
			<b>CARPET, ROLLED</b> Manufacturer: Mohawk Commercial Brand: Heat Backing: \$19.25/yd > 100 yd minimum. \$22.00/yd < 100 yd min. with cut. -----	
65	0.00000	SQYD	3607630	\$20.750000 \$0.000000
			<b>TILES, CARPET</b> Manufacturer: Mannington Commercial Brand: Gametime III 20 (modular) Backing: Infinity -----	
66	0.00000	SQYD	3607630	\$17.200000 \$0.000000
			<b>TILES, CARPET</b> Manufacturer: Mannington Commercial Brand: Artcraft (modular) Backing: Infinity -----	
67	0.00000	SQYD	3607630	\$19.250000 \$0.000000
			<b>TILES, CARPET</b> Manufacturer: Mannington Commercial Brand: Centerfield III 20 (modular) Backing: Infinity -----	
68	0.00000	SQYD	3607630	\$20.600000 \$0.000000
			<b>TILES, CARPET</b> Manufacturer: Mannington Commercial Brand: Ways II (modular) Backing: Infinity -----	
69	0.00000	PAIL	36005	\$0.000000 \$0.000000
			<b>Adhesive, Cement and Mastic</b> Carpet Tile Adhesive, as per each manufacturer's specifications = \$95.00 per pail. Pail size and coverage ratio to be verified at time of order. -----	



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70	0.00000	LF	36007  <b>Base, Resilient (Cove and Straight)</b> Manufacturer: Roppe Brand: Rubber Wall Base 4 inch high standard base = \$1.00 per lineal foot (sold in 4 foot strip minimum) -----	\$0.000000 \$0.000000
72	0.00000	PAIL	36005  <b>Adhesive, Cement and Mastic</b> Carpet Broadloom Adhesive, as per each manufacturer's specifications = \$60.00 per pail. Pail size and coverage ratio to be verified at time of order. -----	\$0.000000 \$0.000000
73	0.00000	LF	36019  <b>Floor Covering Accessories (Not Otherwise Classified)</b> Manufacturer: Roppe Brand: Transitions: Standard Carpet to VCT, VCT to Concrete, Carpet to Tile. \$1.25 per lineal foot -----	\$0.000000 \$0.000000
74	0.00000		36019  <b>Floor Covering Accessories (Not Otherwise Classified)</b> Misc. flooring related supplies. -----	\$0.000000 \$0.000000
75	0.00000	SQYD	3607630  <b>TILES, CARPET</b> Manufacturer: Lees Brand: Faculty - Classic Backing: Encycle -----	\$23.500000 \$0.000000
76	0.00000	SQYD	3607630  <b>TILES, CARPET</b> Manufacturer: Lees Brand: Faculty 4 Backing: Encycle -----	\$24.500000 \$0.000000
77	0.00000	SQYD	3607630  <b>TILES, CARPET</b> Manufacturer: Mannington Commercial Brand: Means II (modular) Backing: Infinity -----	\$20.600000 \$0.000000
78	0.00000	SQYD	3601025  <b>CARPET, ROLLED</b> Manufacturer: Mohawk Brand: Seadrift 9058 Floorscapes with Smartstrand Sorona (corn-based) yarn in many colors. Backing: Polypropylene	\$22.450000 \$0.000000



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
NOTE: THIS CARPET IS DESIGNED FOR RESIDENTIAL TYPE APPLICATIONS LIKE APARTMENTS OR PRIVATE LIVING UNITS; NOT FOR COMMERCIAL APPLICATIONS. -----				
79	0.00000	SQYD	3601025	\$22.450000 \$0.000000
CARPET, ROLLED Manufacturer: Mohawk Brand: Silver Skies 9987 Floorscapes with Smartstrand Sorona (corn-based) yarn in many colors. Backing: Polypropylene NOTE: THIS CARPET IS DESIGNED FOR RESIDENTIAL TYPE APPLICATIONS LIKE APARTMENTS OR PRIVATE LIVING UNITS; NOT FOR COMMERCIAL APPLICATIONS. -----				
80	0.00000	SQYD	3601025	\$19.900000 \$0.000000
CARPET, ROLLED Manufacturer: Mohawk Brand: Santa Monica 3869 Floorscapes with Smartstrand Sorona (corn-based) yarn in many colors. Backing: Polypropylene NOTE: THIS CARPET IS DESIGNED FOR RESIDENTIAL TYPE APPLICATIONS LIKE APARTMENTS OR PRIVATE LIVING UNITS; NOT FOR COMMERCIAL APPLICATIONS. -----				



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**TERMS AND CONDITIONS****Incorporation**

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

**Remedies upon Default**

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

**Force Majeure**

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

**Subcontractors**

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

**Termination-Non-Appropriation**

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

**Immunity of State/Fed Agencies**

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

**Assignment**

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

**Anti-Trust Assignment**

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

**Delivery and Acceptance**

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.

B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.

C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

**Delivery and Acceptance (cont)**

D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.

E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

**Title to Goods**

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

**Indemnification**

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless



## STATE OF IOWA

## MASTER AGREEMENT

## Contract Declaration and Execution

EFFECTIVE BEGIN DATE: 06-14-2007

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the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

**Nondiscrimination**

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

**Warranty**

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

**Taxes**

The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

**Hazardous Material**

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

**Public Records**

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

**Miscellaneous**

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

**Records Retention**

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

**Independent Contractor**

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

**Performance Monitoring**

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.